

EXHIBIT B

Document Archive Contract



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Master Software and Service Agreement (MSA)

This Master Software and Service Agreement (“Agreement”) is made as of the date it is executed by the last of the parties named below (“Effective Date”), by and between Triyam, Inc, a Delaware Corporation (“TRIYAM”) and **Carepoint Health** (“Customer”).

RECITALS

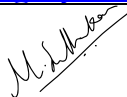

WHEREAS, Customer has agreed to license software, and purchase services and related items from TRIYAM; and

WHEREAS, the terms and conditions under which the software, services and related items shall be provided are set forth in the General Terms and the Exhibits attached hereto as Exhibit A - Scope and Pricing, Exhibit B - Service Level; Support, Exhibit C - Business Associate Agreement, Exhibit D - Third-Party Items, and Exhibit E - Payment terms

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto

I) Agree to the GENERAL TERMS, and the terms and conditions set forth in each Exhibit, and

II) Represents and warrants that, as of its signature on the date indicated below, it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement and acknowledges that this Agreement has been read, understood, and intends to be bound by it.

Triyam, Inc. 2333 Alexandria Drive Lexington, KY 40504 Phone No.: (855) 663-2684 Email: info@triyam.com	Carepoint Health 308 Willow Ave, Hoboken, NJ 07030
Signature: 	Signature: 
Name: Sudhakar Mohanraj	Name: William Pelino
Title: CEO	Title: Executive VP & Chief Financial Officer
Date: 12/15/20	Date: 4/19/2021



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GENERAL TERMS

1. Grant of License

Subject to the terms and conditions of this Agreement, TRIYAM hereby grants to Customer a nonexclusive, nontransferable license to access and use TRIYAM's proprietary software (object code only), as described on Exhibit A hereto ("TRIYAM Software"), including related user instructions, updates, customizations, add-ons, new products, and training materials (collectively "Documentation"). The license granted in this Agreement shall commence upon the Effective Date. The license allows Customer to use the TRIYAM Software and Documentation, solely by the Customer.

2. Prohibited Uses and Customer Obligations.

Customer shall not take any of the following actions with respect to the TRIYAM Software or Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the TRIYAM Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the TRIYAM Software or Documentation, in whole or in part, to or by any third party without TRIYAM's prior written consent; or
- c. Download in bulk or parts any data stored in TRIYAM software unless for the purposes intended for normal Software usage as instructed to Customer by TRIYAM
Cause or permit any change to be made to the TRIYAM Software or Documentation without TRIYAM's prior written consent.
- d. Customer shall ensure that Customer's use of Software and all Customer Data is at all times compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data.

3. License and Service Fees.

In consideration for TRIYAM's grant of the license for the TRIYAM Software, Documentation, Third-Party Items, interfaces, installation and training, data conversion, and on-going support, Customer shall pay TRIYAM the fees set forth on Exhibit A and in accordance to the specified payment terms in Exhibit E.

4. Third-Party Items.

Subject to the terms and conditions of this Agreement, TRIYAM agrees to provide, and Customer agrees to license, the "Third-Party Items" described on Exhibit D hereto, in accordance to the payment terms set forth on Exhibit E. Customer acknowledges that the proprietary and intellectual property rights to the Third-Party Items are owned by third



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party vendors ("Third Parties"). Customer further acknowledges that except for the payment to TRIYAM for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. TRIYAM shall provide Customer with copies of documentation and warranties for the Third-party Items which are provided to TRIYAM. TRIYAM hereby reserves a security interest in the Third-Party Items which will not be satisfied until TRIYAM has been paid for the TRIYAM Software and Third-Party Items. Customer shall, upon request by TRIYAM, execute financing statements deemed necessary or desirable by TRIYAM to perfect such security interest. Customer authorizes TRIYAM to file a copy of this Agreement or a financing statement with the appropriate authorities at any time after the Effective Date in order to perfect TRIYAM's security interest. A financing statement may be filed by TRIYAM without Customer's signature on the basis of this Agreement where permitted by law. Customer shall keep the Third-Party Items in good working order and repair until it has paid for the TRIYAM Software and Third-Party Items. Customer shall indemnify and hold harmless TRIYAM from and against any and all damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorney fees) arising out of or relating to any claims by third parties arising out of or relating to the use or misuse by the indemnifying party, its employees, subcontractors and any other persons under its authority or control of any Third-Party Items.

5. Term; Termination.

The initial term of this Agreement ("Term") for TRIYAM software license, access, service, and support is for a period beginning on the Effective Date and ending on the five-year anniversary of the Effective Date. This Agreement will automatically renew for successive one-year periods unless either party notifies the other sixty-days before any renewal date, that it desires to terminate the Agreement as of the renewal date. This Agreement may also be terminated at any time (a) by mutual written agreement of the parties, (b) the date that is 60 days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach, or (c) the date that is 60 days after Customer fails to pay any amount due for the TRIYAM software or services per Exhibit E. TRIYAM may also terminate this Agreement immediately if Customer breaches Sections 1, 2, or 11 with respect to the license of the TRIYAM Software or Documentation. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to TRIYAM hereunder. Upon the termination of this Agreement, all rights and licenses granted hereunder shall likewise terminate (except any rights surviving pursuant to Section 24).

6. Data access on Termination

When Customer wishes to terminate the Agreement after the initial term as per the terms in Section 5 above, TRIYAM may provide Customer two options for managing their data which remains with TRIYAM Software. (a) return all Customer data to Customer on request by Customer (b) execute digital destruction of Customer data residing in TRIYAM software on request by Customer. Customer has to choose these options at time of termination and TRIYAM will execute the selected option for a service fee which will



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be determined and mutually agreed to. The service fee will not exceed the sum of the fees for services as stated in Exhibit A and the fees paid during the previous twelve months prior to the initiation of termination. Any other incidental expenses such as additional software or hardware , equipment, or services will be charged as per terms in Exhibit E.

7. New Products and Add-ons.

From time to time, TRIYAM may offer new applications and products which Customer can license and add on to the TRIYAM Software installation (“New Products”) and (“Add-Ons”). Upon receipt of the Customer’s signed authorization for new applications or add-ons, and upon receipt of the additional license fee, the Add-On or New Product shall be deemed to be part of this Agreement subject to all terms and conditions herein.

8. Disclaimer of Warranties.

TRIYAM SOFTWARE, DOCUMENTATION AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS.” TRIYAM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRIYAM DOES NOT REPRESENT THAT CUSTOMER’S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY TRIYAM OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT TRIYAM AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER’S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER’S PURPOSE.

9. Indemnification and Limitation of Liability.

Each party (the “Indemnifying Party”) agrees to defend at its expense and indemnify and hold harmless the other party and its affiliates, directors, officers, employees, agents, successors and assigns (each an “Indemnified Party”) from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, “Losses”) arising from or in connection with any such third party claim for: (i) the death or bodily injury of any person caused by the negligence or willful misconduct of the Indemnifying Party; or (ii) the damage, loss or destruction of any real or tangible



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personal property caused by the negligence or willful misconduct of the Indemnifying Party.

The party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party's failure to provide notification shall not affect the indemnifying party's indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party's ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying shall promptly reimburse the indemnified party for all such costs and expenses.

Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. To the fullest extent permitted by law, the total liability, in the aggregate, of TRIYAM, TRIYAMS's officers, directors, partners, employees, and agents, to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages, or for loss of revenue or profit in connection with TRIYAM's performance or failure to perform this Agreement, whether foreseeable or unforeseeable, even if Consultant has been advised of the possibility of such damages, arising out of this agreement, or liability arises from breach of contract, tort, any express or implied warranty, misrepresentation, negligence, strict liability, tort or any other theory whatsoever arising out of, resulting from or in any way related to this Agreement, shall not exceed the aggregate fees actually paid to TRIYAM by Customer hereunder during the previous twelve months prior to the initiation of judicial action. Any action by Customer against TRIYAM shall be commenced within 1 year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the TRIYAM Software to achieve Customer's intended results; (b) the use of the TRIYAM Software for purposes intended and as instructed by TRIYAM; (c) the results obtained from the use of the TRIYAM Software; and (d) the selection of, use of and results obtained from any equipment, software or services used with the TRIYAM Software. Neither party shall be liable as a result of any negligent or willful misconduct of the other party (or the persons under its control) in performing its obligations under this Agreement.



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10. Expenses; Taxes.

Customer will pay TRIYAM for (a) all travel and out-of-pocket expenses incurred by TRIYAM personnel to travel to and from the Customer, including without limitation, travel, meals and lodging (“Travel and Out-of-Pocket Expenses”) incurred in connection with providing any services under this Agreement, as well as travel time after the installation, and (b) all state and local taxes imposed on the transactions contemplated by this Agreement, excluding taxes imposed on or measured by TRIYAM’s income (“Taxes”). Travel, Out-of-Pocket Expenses, and Taxes will be paid or reimbursed to TRIYAM within 30 days after sending Customer the invoice therefor.

11. Proprietary Rights.

Customer represents, promises and agrees as follows:

- a. TRIYAM owns the entire right, title, and interest in and to all TRIYAM Software, Documentation, interfaces, custom-developed software, reports, and all other technical information (except for Customer supplied information such as patient data). Customer has the right to use the aforementioned items to the extent specified in this Agreement. TRIYAM likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of TRIYAM which are protected by law and are of substantial value to TRIYAM.
- b. Customer shall keep the TRIYAM Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the TRIYAM Software, Documentation and all permitted copies of the foregoing.

12. Confidentiality.

During the term of this Agreement, each party (“Disclosing Party”) may provide the other (“Receiving Party”) with certain confidential and proprietary information (“Confidential Information”). Confidential Information includes TRIYAM Software, Documentation, the information imparted during training provided by TRIYAM, and any other information relating to Customer’s or TRIYAM’s operations, services, products, research or development which is identified by the Disclosing Party at the time of disclosure as confidential. “Confidential Information” will not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party’s Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party’s Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations and



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enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section 11, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The Receiving Party may also disclose Confidential Information of the Disclosing Party pursuant to the requirement or request of a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder, so long as it shall (i) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (ii) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (iii) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon termination of this Agreement, each party shall return to the other party (or destroy, if requested to do so by the other party) any documents or other information or materials in its possession or under its control, which constitute Confidential Information. Notwithstanding the foregoing, if Customer is satisfied with the TRIYAM products and services, Customer agrees to act as a reference for TRIYAM to other potential customers and accept and assist in site visits by such prospective customers to Customer's premises, so long as the same shall be with reasonable notice and coordinated by TRIYAM with Customer in advance.

13. Excusable Nonperformance.

Except for obligations to make payments hereunder when due, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including natural disaster, fire, flood, riots, acts of war, terrorism or insurrection, unusually severe weather, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. TRIYAM agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

14. Audit.

Customer agrees to allow TRIYAM, with reasonable prior notice, to enter Customer's premises during normal business hours, or electronically access the TRIYAM Software as installed at the Location, to verify Customer's compliance with this Agreement.

15. Assignment.

Customer may not assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of TRIYAM. For purposes of this Section 15, "assignment" shall include (a) any transaction or series of related transactions resulting in the sale, transfer or assignment of 50% or more of the equity security interest or voting interest of Customer or Customer's ultimate parent and (b) any merger, consolidation or similar transaction to which Customer or its ultimate



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parent is a party. If Customer makes any assignment or transfer under this Agreement, its assignee or transferee shall not have any license to utilize the Software and Documentation except at the Location and by the same end-users as utilized the Software and Documentation prior to the assignment or transfer.

16. Remedies

Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive, and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

17. Source Code.

The license granted in this Agreement does not permit Customer to use the source code for the TRIYAM Software.

18. Entire Agreement.

This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

19. Severability

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

20. Notice.

Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent and confirmed by email transmission, sent by commercial overnight courier, or sent by registered or certified mail, return receipt requested, postage prepaid.

21. Construction.

As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and



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vice versa. The title of each Section and Exhibit is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

22. Counterparts; Execution By email.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of email transmission, and such executed counterparts by email transmission shall be binding on the parties.

23. Enforcement.

This Agreement shall be enforced in accordance with the laws of the State of Kentucky, and the parties hereto agree that any action relating to this Agreement shall be instituted and prosecuted in the appropriate state or federal courts of the County of Fayette, State of Kentucky, and each party waives any right to change of venue. If TRIYAM is required to engage in any proceedings, legal or otherwise, to enforce or protect its rights under this Agreement with respect to its proprietary rights in the TRIYAM Software, TRIYAM shall be entitled to recover from Customer, in addition to any other sums due, reasonable attorneys' fees, costs and necessary disbursements involved in such proceedings.

24. Independent Contractor.

TRIYAM provides software and services to Customer as an independent contractor. TRIYAM may engage, with Customer's consent, subcontractors to provide certain of the services, but shall remain fully responsible for such performance.

25. Survival

The provisions of Sections 2 – 5, 7 – 11, 15 – 24 and this Section 25 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]



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Exhibit A – Scope & Pricing

See ‘**Triyam Data conversion and archival proposal**’ signed 11/17/20.

[END OF EXHIBIT A]



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Exhibit B - Service Level; Support; Access

1. **Service Provided.** During the Term of this Agreement (“Agreement”), TRIYAM shall provide
 - a. Access to TRIYAM archival software (“Service”), Fovea, from a Cloud-based single instance multi-tenant hosting seven days a week, unless
 - i. TRIYAM gives notice of scheduled inaccessibility for the purpose of system administration, maintenance, or upgrade; or
 - ii. User is unable or connect to TRIYAM’s server through no fault of TRIYAM, or due to causes outside TRIYAM’s control; or
 - iii. User becomes more than 30 days past due on any monthly support fees or other amounts due TRIYAM.
 - b. Maintenance, enhancements, new releases, and upgrades to TRIYAM Software Applications including Documentation (“Updates”), to enable TRIYAM software to perform in accordance with the Documentation (as may be changed from time-to-time) in all material respects, on a schedule defined by TRIYAM.
 - c. Program defect support and corrections to TRIYAM Software,
 - d. Provide support via email during normal business hours
 - e. Provide telephone (help desk) assistance for TRIYAM Software during normal business hours and all non-holidays in a year to Customer’s staff that have been properly trained by TRIYAM and certified by TRIYAM. TRIYAM shall utilize its good faith efforts to return support calls on average within 60 minutes during TRIYAM’s normal business hours.
 - f. Backup services. Customer data will be backed up securely.
2. **TRIYAM shall not be obligated to provide.** Under the terms of this Agreement, TRIYAM shall not be obligated to provide support for any of the following items, and may charge additional fees for assistance addressing these items:
 - a. Support for non-TRIYAM software, or Third-Party Software not specified in “Exhibit D”, including operating systems, network, backup, communications and system utilities
 - b. Support for hardware including servers, workstations, printers, networks, backup systems, Internet and communications equipment, firewalls, etc.
 - c. Customer’s failure to comply with the operating and handling procedures outlined in the Documentation or other written instructions. Repairs, corrections, setup, or configurations (to software or data) because of unauthorized actions, modifications, or alterations performed by Customer, or agents of Customer



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- d. Support to users who have not been previously trained and certified by TRIYAM.
 - e. Support if Customer does not promptly notify TRIYAM within a reasonable period of time after it knows of the need for such services,
 - f. Accident, theft, vandalism, neglect, abuse or use which is not in accordance with instructions or specifications furnished by TRIYAM,
 - g. Causes beyond the reasonable control of TRIYAM or Customer, including natural disaster, fire, flood, unusually severe weather or Acts of God,
 - h. Customer failure to provide connectivity per paragraph #4 below, or is otherwise not in compliance with its obligations under this Agreement.
3. **Software Support Fees.** During the Term of this Agreement and any renewal period thereof, Customer shall pay TRIYAM a monthly or annual subscription fee as stated on “Exhibit A” for access, service, and support of the software applications listed (as amended from time to time). Payment Terms shall be as indicated in “Exhibit E”. Any Software Support Fees paid to TRIYAM by Customer under this Agreement shall not be refunded to Customer upon termination of this Agreement.
- a. TRIYAM may contract with Third-Party vendors (“Vendors”) to obtain and distribute applications, data, and/or services to TRIYAM’s customers. These items are available through TRIYAM as a Third-Party Item (Exhibit D). If any Third-Party Vendor raises its fees, TRIYAM may increase the Software Support Fees paid by Customer by an equivalent percentage amount.
 - b. Subscription fees may be reviewed and changed by TRIYAM on an annual basis but shall not increase more than 5% per year, unless 45 days prior notice is given of such an increase and Customer does not reject the same within 30 days. If Customer does reject such increase within 30 days of when notice was sent, then this Agreement shall terminate at the end of the renewal period.
4. **Service Level Commitment.** TRIYAM will use its best efforts to ensure 99.9% availability (as defined below) of the Service. A failure by TRIYAM to meet this commitment will entitle Customer to claim a Service Credit (defined below). “99.9% Availability” means that the Service will be unavailable no more than 43 minutes (>.10%) in any calendar month as determined by TRIYAM (excluding any period of unavailability described in the Exceptions section below). The Service shall be deemed to be unavailable when TRIYAM’s automated monitoring system is unable to access the web or database servers of the Service (“Unavailability”).



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- a. **Exceptions.** TRIYAM's service level commitment does not cover any unavailability attributable to (a) Customer's use of the Service otherwise than in accordance with the Documentation or with user guides from time-to-time made available to Customer; (b) any data entered into the Service by Customer; (c) any event beyond the reasonable control of TRIYAM including the malfunction or unavailability of any public Internet backbone or network or of any service or other equipment outside of TRIYAM's facility, or any failure of Customer's equipment or local access service, or (d) Scheduled Maintenance pursuant to Scheduled Maintenance section below.
- b. **Scheduled Maintenance.** "Scheduled Maintenance" shall mean any maintenance performed during the Standard Maintenance window as determined by TRIYAM (a) of which Customer is notified 24 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer by a method elected by TRIYAM (telephone, or email). TRIYAM's standard Scheduled Maintenance window is between the hours of 1:00 AM and 4:00 AM Eastern time. Customer shall be provided 24 hours' advance notice in the event a change is made to the standard Scheduled Maintenance window. The Service shall not be deemed unavailable during Scheduled Maintenance.
- c. **Service Credit Remedy.** If TRIYAM determines, in its reasonable judgment, that the Service did not attain 99.9% Availability during any calendar month, TRIYAM will credit Customer's account the prorated User Fees for one day's service. Customer is entitled to a further credit, equal to the pro-rated User Fees for one day's service, for each additional 43 minutes that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single day's instance of Unavailability. All service credit requests must be in writing and emailed directly to TRIYAM's accounting department within ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the User's Fees. Customers with multiple instances of Services will not receive more than one credit for any instance of unavailability. Eligibility for any credit is subject to the Customer's account being current and with no outstanding balances due. THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE OR



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ANY FAILURE BY VENDOR TO MEET THE SERVICE LEVEL COMMITMENT.

5. **Access and Connectivity.** Customer shall afford TRIYAM employees and representatives, during business hours and without charge, reasonable access to and use of Customer's computer system to diagnose and make any change or repair required under this Agreement.
 - a. Customer shall be responsible for selecting its Internet Service Provider (ISP). TRIYAM shall not be responsible for connectivity from the Customer to the internet, or the speed and/or performance of the internet.
 - b. Customer shall assure that TRIYAM, its employees and representatives have VPN access or such equivalent, meeting TRIYAM VPN standards, to customer network to perform required updates and support. Customer will maintain a minimum number of Windows Terminal client access licenses available for use by TRIYAM support staff per the Statement of Work (Exhibit A). Customer shall allow TRIYAM to install industry diagnostic tools for monitoring the server or network in order to improve the performance of the system.
6. **Federal / State Regulatory Requirements.** TRIYAM and Customer acknowledge that Federal and State governments may mandate compliance by Customer with various regulatory requirements, some of which may necessitate modifications to the TRIYAM software or service. Customer shall communicate timely all Federal and State regulations to TRIYAM. TRIYAM will modify, as feasible, the features of TRIYAM software or service so that Customer may comply with the mandated requirements. TRIYAM reserves the right in its sole discretion to charge Customer for such changes, modifications, or additions to comply with Federal or State regulations.
7. **Proprietary Rights.** TRIYAM shall own the entire right, title and interest in and to all corrections, interfaces, custom-developed software, report forms, programs, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon.
8. **Additional Services.** TRIYAM may provide additional assistance not otherwise provided for herein, upon request by Customer, and upon agreement by TRIYAM. Additional assistance may include
 - Data preparation
 - Consulting



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- User training and certification in addition to services initially provided in Exhibit A
 - Setup of new custom reports and forms, or modifications of existing reports
 - Setup of new servers, workstations, and printers
 - Setup of networks, firewalls, backup systems, Microsoft applications
 - Providing Customer a backup copy of its data when requested by Customer
 - Restoring Customer's data when requested by Customer
 - Data deletion/destruction
 - Programming and customizations unique to the Customer's requirements

This additional assistance shall be provided via a separate agreement, or, in absence of such an agreement, at TRIYAM's standard rates in effect at the time and for the type of service provided.

[END OF EXHIBIT B]



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Exhibit C - Business Associate Agreement

See **BUSINESS ASSOCIATE AGREEMENT**” between Carepoint Health (Customer and Covered Entity (“CE”)) and TRIYAM signed 8/31/20.

[END OF EXHIBIT C]

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Exhibit D - Third Party Items

SendGrid

Customer is responsible for selecting and contracting with an ISP of choice.

The configuration and specification of Third-Party Items per this Exhibit are subject to change by the manufacturer/vendor. Should the actual configuration and specifications as set by the manufacturer differ from those set forth herein, TRIYAM agrees to provide, and Customer agrees to accept, Third-Party Items that are comparable to those described above.

[END OF EXHIBIT D]



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Exhibit E - Payment Terms

Annual subscription fees:

Customer agrees to pay an annual subscription fee to TRIYAM for use of TRIYAM's archival software, Fovea. Billing for the subscription service will begin on the Start Date ("Start Date") when TRIYAM sets up and configures the application and Customer has access to the program.

Throughout the term of this Agreement, subscription fees shall be paid by the last day of each period prior to the period of service or renewal of service.

Subscription will be paid by Customer on an annual basis. If customer prefers monthly invoicing over annual invoicing, TRIYAM can provide the same to Customer on Customer agreeing for automatic payments from their Bank via online transfer to TRIYAM bank account.

Payment by Credit Card:

Payments using a credit card are subject to an additional fee to cover Credit card merchant charges. Currently, the merchant fee rate is 4% of the invoice amount. The merchant fee rate may be revised annually.

Additional software, equipment, or services:

Custom programming, setup, consulting, training, equipment, software, hardware support, or services in addition to those listed in the exhibits of this Agreement shall be provided to Customer for an additional fee for such services and an hourly consulting services fee of \$120 per hour or at a rate agreed to in writing in advance of providing product, equipment, or services.

Other expenses:

Any travel and related expenses incurred for on-site visits will be pre-approved by Customer and billed at actual cost. Any sales tax as applicable will be borne by Customer. Third Party services, ISP, and other services not covered by Exhibits are the responsibility and a cost of Customer

Delinquent Payments:

Any payment which is past due to TRIYAM will bear interest on the unpaid amount at the rate of one and a half percent per month or the highest rate allowed by law (whichever is lower), prorated on a daily basis during the period in which it remains unpaid. Payment due dates not specified in this Agreement shall be due 30 days after invoice date.

[END OF EXHIBIT E]